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**Dated:** 2nd October 2020

- (1) COLUMBUS MIDCO LIMITED
  - (2) GRAPHITE CAPITAL PARTNERS VII 'A'
  - (3) GRAPHITE CAPITAL PARTNERS VII 'B'
  - (4) GRAPHITE CAPITAL PARTNERS VII 'C'
  - (5) GRAPHITE CAPITAL PARTNERS VII 'D'
  - (6) GRAPHITE CAPITAL PARTNERS VII 'E' LP
  - (7) GRAPHITE CAPITAL FOUNDER PARTNER VII
  - (8) WITTINGTON INVESTMENTS LIMITED
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**Deed of Amendment**

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in respect of a Loan Note Instrument dated 22 August 2012 constituting  
£22,604,502.44 8 per cent. Unsecured Investor Loan Notes

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**THIS DEED** is made on 2nd October 2020

**BETWEEN**

- (1) **COLUMBUS MIDCO LIMITED** (registered number 08181000) whose registered office is at 74 North Street, Guildford, Surrey, GU1 4AW (the "**Company**"); and
- (2) The persons whose names and addresses are set out in the Schedule to this Deed (the "**Noteholders**").

**OPERATIVE PROVISIONS**

**1. THIS DEED**

- 1.1 This Deed is supplemental to the loan note instrument (the "**Instrument**") dated 22 August 2012 constituting the 8 per cent. unsecured investor loan notes, as amended, restated or varied from time to time (the "**Investor Loan Notes**").
- 1.2 Except where this Deed expressly states otherwise:
  - 1.2.1 each term used in this Deed which is defined in the Instrument has the same meaning as defined in the Instrument; and
  - 1.2.2 the principles of constructions as set out in clauses 1.2 to 1.4 of the Instrument will apply (where relevant) to this Deed.

**2. RESOLUTION IN WRITING**

- 2.1 The Noteholders hereby acknowledge and agree that the terms of the Instrument may only be amended or varied pursuant to an Extraordinary Resolution of Noteholders. The Parties acknowledge and agree that this Deed shall constitute a resolution in writing for the purposes of paragraph 17 of schedule 4 of the Instrument.

**3. AMENDMENT**

- 3.1 With effect from the date of this Deed, the Instrument shall be amended as follows:
  - 3.1.1 the definition of "Rate of Interest" shall be deleted and replaced with "shall mean 6 per cent. per annum"; and
  - 3.1.2 the definition of "Redemption Date" shall be deleted and replaced with "2nd October 2026".
- 3.2 The Instrument, as amended by this Deed, shall continue in full force and effect. Any reference in the Instrument to "this Deed" shall, unless the context requires otherwise, be construed as a reference to the Instrument as amended by this Deed.

**4. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

**5. RIGHTS OF THIRD PARTIES**

The parties do not intend that any term of this Deed will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

**6. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England.

7. **JURISDICTION**

- 7.1 The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Deed, (including in relation to any non-contractual obligations).

This Deed is executed as a deed and it is delivered on the date stated at the beginning of this document.

## SCHEDULE

### Noteholders

| Noteholders Name and Address   |
|--|
| Graphite Capital Partners VII 'A'<br>4th Floor 7 Air Street, London, W1B 5AD                 |
| Graphite Capital Partners VII 'B'<br>4th Floor 7 Air Street, London, W1B 5AD                 |
| Graphite Capital Partners VII 'C'<br>4th Floor 7 Air Street, London, W1B 5AD                 |
| Graphite Capital Partners VII 'D'<br>4th Floor 7 Air Street, London, W1B 5AD                 |
| Graphite Capital Partners VII 'E' LP<br>4th Floor 7 Air Street, London, W1B 5AD              |
| Graphite Capital Founder Partner VII<br>50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ |
| Wittington Investments Limited<br>Weston Centre, 10 Grosvenor Street, London, W1K 4QY        |

**EXECUTED** as a deed but not )  
 delivered until the date of this Deed by )  
**COLUMBUS MIDCO LIMITED** acting )  
 by its )  
 director in the presence of:

DocuSigned by:  
 Witness's Signature..... Luana Marquezoni

Print Name..... Luana Marquezoni

Address..... Flat 2, 33 Southampton Street, Farnborough, GU14 6AU

.....

.....  
 Occupation..... Financial Accounting Manager

**SIGNED** as a deed and **DELIVERED** by )  
**GRAPHITE CAPITAL GENERAL** )  
**PARTNER VII LLP** in its capacity as a )  
 general partner of **GRAPHITE CAPITAL** )  
**PARTNERS VII 'A'**  
 acting by two authorised signatories

DocuSigned by:  
 Director's Signature..... Craig Light  
 C118118A225F415...  
 Print Name..... Craig Light

DocuSigned by:  
 Markus Golser  
 EEE9/4FB8CA4408...  
 Authorised Signatory

DocuSigned by:  
 Mike Tilbury  
 1ABC5E18DE5448C...  
 Authorised Signatory

**SIGNED** as a deed and **DELIVERED** by )  
**GRAPHITE CAPITAL GENERAL** )  
**PARTNER VII LLP** in its capacity as a )  
 general partner of **GRAPHITE CAPITAL** )  
**PARTNERS VII 'B'**  
 acting by two authorised signatories

DocuSigned by:  
 Markus Golser  
 EEE9/4FB8CA4408...  
 Authorised Signatory

DocuSigned by:  
 Mike Tilbury  
 1ABC5E18DE5448C...  
 Authorised Signatory

**SIGNED** as a deed and **DELIVERED** by )  
**GRAPHITE CAPITAL GENERAL** )  
**PARTNER VII LLP** in its capacity as a )  
 general partner of **GRAPHITE CAPITAL** )  
**PARTNERS VII 'C'**  
 acting by two authorised signatories

DocuSigned by:  
 Markus Golser  
 EEE9/4FB8CA4408...  
 Authorised Signatory

DocuSigned by:  
 Mike Tilbury  
 1ABC5E18DE5448C...  
 Authorised Signatory

**SIGNED** as a deed and **DELIVERED** by )  
**GRAPHITE CAPITAL GENERAL** )  
**PARTNER VII LLP** in its capacity as a )  
 general partner of **GRAPHITE CAPITAL** )  
**PARTNERS VII 'D'**  
 acting by two authorised signatories

DocuSigned by:  
 Markus Golser  
 EEE9/4FB8CA4408...  
 Authorised Signatory

DocuSigned by:  
 Mike Tilbury  
 1ABC5E18DE5448C...  
 Authorised Signatory

Authorised Signatory

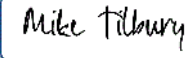
**SIGNED** as a deed and **DELIVERED** by )  
**GRAPHITE CAPITAL GENERAL** )  
**PARTNER VII LLP** in its capacity as a )  
 general partner of **GRAPHITE CAPITAL** )  
**PARTNERS VII 'E' LP**  
 acting by two authorised signatories

DocuSigned by:  
  
 EEE974FB8CA4406...  
 Authorised Signatory

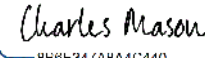
DocuSigned by:  
  
 1ABC5E18DE5446C...  
 Authorised Signatory

**SIGNED** as a deed and **DELIVERED** by )  
**GRAPHITE CAPITAL GENERAL** )  
**PARTNER VII LLP** in its capacity as a )  
 general partner of **GRAPHITE CAPITAL** )  
**FOUNDER PARTNER VII**  
 acting by two authorised signatories

DocuSigned by:  
  
 EEE974FB8CA4406...  
 Authorised Signatory

DocuSigned by:  
  
 1ABC5E18DE5446C...  
 Authorised Signatory

**EXECUTED** as a deed but not )  
 delivered until the date of this Deed by )  
**WITTINGTON INVESTMENTS** )  
**LIMITED** acting by its )  
 director in the presence of:

DocuSigned by:  
  
 8B8E347A8A4C440...  
 Signature ... Charles Mason  
 Print Name.....

Witness's  
 Signature....  
  
 29053B1-1208D443...

Print Name..... Jennifer Dooley

Address..... c/o Weston Centre, 10 Grosvenor Street, London, W1K 4QY

.....

..... Solicitor

Occupation.....